

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA  
PHILADELPHIA DIVISION

In re: DANIEL J. ATKINS	)	
SARA A. ATKINS	)	
<b><u>Debtors</u></b>	)	CHAPTER 13
	)	
SANTANDER CONSUMER USA INC.	)	Case No.: 16-14113 (MDC)
dba CHRYSLER CAPITAL	)	
<b><u>Moving Party</u></b>	)	<b>Hearing Date: 6-19-18 at 10:30 AM</b>
v.	)	
	)	11 U.S.C. 362
DANIEL J. ATKINS	)	
SARA A. ATKINS	)	
<b><u>Respondent</u></b>	)	
	)	
WILLIAM C. MILLER	)	
<b><u>Trustee</u></b>	)	
	)	

**MOTION FOR RELIEF FROM THE AUTOMATIC STAY**

**TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:**

Comes now Santander Consumer USA, Inc. dba Chrysler Capital (“Santander”) filing this its Motion For Relief From The Automatic Stay (“Motion”), and in support thereof, would respectfully show:

1. That on June 8, 2016, Daniel and Sara Atkins filed a voluntary petition under Chapter 13 of the Bankruptcy Code.
2. This Court has jurisdiction of the Motion by virtue of 11 U.S.C. 105, 361, 362, and 28 U.S.C. 157 and 1334.
3. On July 18, 2016, the Debtors entered into a retail installment contract for the purchase of a 2014 Chrysler Town & Country bearing vehicle identification number 2C4RC1BG4ER449418. The contract was assigned to Chrysler Capital and the Debtors became indebted to Chrysler in accordance with the terms of same. Chrysler Capital is designated as first lien holder on the title to the vehicle and holds a first purchase money security interest in the

vehicle. A true copy of the contract and title inquiry to the vehicle are annexed hereto as Exhibits A and B. Santander Consumer USA Inc. does business as Chrysler Capital.

4. As of May 15, 2018, the Debtors' account with Santander had a net loan balance of \$14,328.47.

5. According to the May 2018 NADA Official Used Car Guide, the vehicle has a current retail value of \$14,925.00.

6. The Debtors' account is past due from February 1, 2018 to May 1, 2018 with arrears in the amount of \$1,058.85.

7. Santander Consumer USA Inc. dba Chrysler Capital alleges that the automatic stay should be lifted for cause under 11 U.S.C. 362(d)(1) in that Santander lacks adequate protection of its interest in the vehicle as evidenced by the following:

(a) The Debtors are failing to make payments to Santander and are failing to provide Santander with adequate protection.

(b) Santander has been unable to verify that the vehicle is insured; if the Debtors contest this Motion, they must provide Santander with proof of valid, current insurance on the vehicle by the date of the hearing.

WHEREFORE PREMISES CONSIDERED, Santander Consumer USA Inc. dba Chrysler Capital respectfully requests that upon final hearing of this Motion, (1) the automatic stay will be terminated as to Santander to permit Santander to seek its statutory and other available remedies; (2) that the stay terminate upon entry of this Order pursuant to the authority granted by Fed.R.Bank.P., Rule 4001(a)(3) and (3) Santander be granted such other and further relief as is just.

Respectfully submitted,

/s/ William E. Craig

William E. Craig

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